

ZOLDAN LAW GROUP, PLLC
8100 E. Indian School Rd., Suite 103 Scottsdale, Arizona 85251
Tel & Fax: 480.442.3410 – mzoldan@zoldangroup.com

Michael Zoldan; AZ Bar No. 028128
ZOLDAN LAW GROUP, PLLC
8100 E. Indian School Road
Suite 103
Scottsdale, AZ 85251
Tel & Fax: 480.442.3410
mzoldan@zoldangroup.com

Zachary Price; AZ Bar No. 028464
COOK & PRICE, PLC
60 E. Rio Salado Road
Suite 900
Tempe, AZ 85281
Tel: 480.366.5828
zprice@cookpricelaw.com
docket@cookpricelaw.com

Attorneys for Karen Williams

UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

Karen Williams, an Arizona Resident,

Plaintiff,

v.

**Alhambra Elementary School District
No. 68**, a political subdivision of the State
of Arizona; **Alhambra Elementary
School District No. 68, Board Member
Robert Zamora; Alhambra Elementary
School District No. 68, Board Member
Ray Martinez; and Alhambra
Elementary School District No. 68,
Board Member Mari Alvarado**,

Defendants.

Case No.

VERIFIED COMPLAINT

(Jury Trial Requested)

Plaintiff Karen Williams (“**Williams**”), for her Verified Complaint against
Defendants Alhambra Elementary School District No. 68 and its Board Members, Robert

1 Zamora, Ray Martinez, and Mari Alvarado (hereinafter collectively referred to as
2 “**Defendants**” or “**Alhambra**” or the “**Board**” unless identified otherwise) hereby alleges
3 as follows:
4

5 **PARTIES**

6 1. Plaintiff is, and at all times relevant hereto was, a resident of Maricopa
7 County, Arizona.

8 2. Defendant Alhambra Elementary School District No. 68 is a political
9 subdivision of the State of Arizona operating within Maricopa County, Arizona.

10 3. Defendant Robert Zamora is, and at all times relevant hereto was, a Board
11 Member of Defendant Alhambra Elementary School District No. 68. At all times
12 relevant hereto, Zamora was acting, purporting, or pretending to act in the performance of
13 his official duties.
14

15 4. Defendant Ray Martinez is, and at all times relevant hereto was, a Board
16 Member of Defendant Alhambra Elementary School District No. 68. At all times
17 relevant hereto, Martinez was acting, purporting, or pretending to act in the performance
18 of his official duties.
19

20 5. Defendant Mari Alvarado is, and at all times relevant hereto was, a Board
21 Member of Defendant Alhambra Elementary School District No. 68. At all times
22 relevant hereto, Alvarado was acting, purporting, or pretending to act in the performance
23 of her official duties.
24

25 6. Plaintiff is informed, believes, and thereon alleges that each of the
26 Defendants were, at all times relevant to this action, the agent, employee, representing
27 partner, parent companies, subsidiaries, and/or joint venture of the other Defendants, and
28

1 that such Defendants were acting within the course and scope of that relationship.

2 7. Plaintiff is further informed, believes, and thereon alleges that each of the
3 Defendants herein gave consent to, ratified, and authorized the acts of all other
4 Defendants, as alleged herein.

5 8. Defendants, and each of them, are sued in both their individual and
6 corporate capacities.

7 9. Defendants are jointly and severally liable for the injuries and damages
8 sustained by Plaintiff.

9 **JURISDICTION AND VENUE**

10 10. All acts complained herein occurred in Maricopa County, Arizona, and this
11 Court has jurisdiction over the parties and subject matter set forth in this Verified
12 Complaint pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et*
13 *seq.*, 42 U.S.C. § 1983, and 42 U.S.C. § 1981.

14 11. This Court has federal question subject matter jurisdiction over Plaintiff's
15 claims pursuant to 28 U.S.C. § 1331 in that the claims set forth in this Verified Complaint
16 arise under federal law.

17 12. Plaintiff's state law claims are sufficiently related to her federal claims that
18 they form part of the same case or controversy. This Court therefore has supplemental
19 jurisdiction over Plaintiff's state claims pursuant to 28 U.S.C. § 1367.

20 13. The employment practices alleged to be unlawful were committed within,
21 and had their primary effect in, the jurisdiction of the United States District Court for the
22 District of Arizona.

23 14. Plaintiff was, at all relevant times, an employee of Defendant Alhambra
24
25
26
27
28

1 Elementary School District No. 68.

2 15. At all relevant times, Defendant Alhambra Elementary School District No.
3 68 has continuously been an employer, employing fifteen or more employees within the
4 meaning of Title VII.
5

6 16. Plaintiff has exhausted all administrative and statutory prerequisites
7 necessary to commence this action, and therefore jurisdiction is proper.
8

9 **FACTUAL ALLEGATIONS**

10 17. Williams officially commenced employment with Alhambra as its
11 superintendent on or around July 1, 2010.

12 18. Williams, an African-American woman, was subjected to racial
13 discrimination and retaliation by Defendants. Given Plaintiff was the superintendent of
14 Alhambra, her 'supervisors' were the then presiding board members of the school district.
15

16 19. At the time of her hire, Alhambra's board consisted of five members: (1)
17 Robert Zamora; (2) Mari Alvarado; (3) Paul Enniss; (4) Elizabeth Sanchez (President);
18 and (5) Adam Lopez Falk.
19

20 20. Defendant Zamora was opposed to hiring Williams in the first place.
21 Zamora sought to ensure that Williams's starting salary remained significantly below the
22 superintendent she was replacing.

23 21. Defendant Zamora sought to influence Williams to employ Latinos in
24 positions of power and in direct support to Williams. For example, Zamora approached
25 Williams and stated that he believed the staff of the District, and particularly two open
26 assistant superintendent positions (who would be directly reporting to Williams), should
27 reflect the predominately Latino community demographic. Williams responded that she
28

1 would recommend and bring forth the best and most qualified candidates for the positions
2 regardless of race, color, or national origin. Zamora aggressively and forcefully
3 reiterated that as he had told Williams' predecessor in the past, and was informing her
4 now, that the District superintendent should reflect the Latino community demographic.
5 Williams reiterated her belief that she, as the District's superintendent, should be the
6 most qualified person available and that she was in fact the most qualified for the
7 District's superintendent role.
8

9
10 22. Williams excelled during her entire tenure as Alhambra's superintendent,
11 earning exemplary performance reviews and otherwise exceeding all performance
12 objectives required of her.

13 23. As Alhambra's superintendent, Williams's performance reviews were
14 based upon six criteria (1) Management; (2) Education; (3) Governing Board; (4)
15 Personnel; (5) Community; and (6) District Goal Implementation. Alhambra used these
16 six criteria to rank Williams's performance on a scale of 1-9, with a score of "9" being
17 the highest and "1" the lowest.
18

19
20 24. Williams's 2010 performance review was exemplary, earning an average of
21 approximately an "8" across all metrics. However, Zamora refused to submit a formal
22 2010 performance review for Williams.

23 25. Williams's 2011 review was exemplary. Williams earned an average of
24 approximately an "8.5" across all metrics.
25

26 26. Williams's 2012 review was exemplary. Williams earned an average of
27 approximately an "8.5" across all metrics.
28

27. As a result of her success as superintendent, Williams sought to renegotiate

1 her employment contract in or around April 2012.

2 28. Williams was offered, and accepted, a contract on or around May 3, 2012 to
3 continue as Alhambra's superintendent. Pursuant to the contract, Williams's employment
4 was to formally commence on July 1, 2012 and was to continue until June 30, 2015.
5 Williams was to be paid \$185,000.00 in base salary for fiscal year 2013, and was eligible
6 for annual base salary increases for fiscal years 2014 and 2015 commensurate with the
7 average percentage increases on the teacher salary schedule for the corresponding year.
8

9 29. At or around the time Williams executed her 2012 contract, Alhambra's
10 board was comprised of Zamora, Alvarado, Lopez Faulk, Sanchez, and Billie Foltz. The
11 only change between the 2010 board and the 2012 board was Billie Foltz replaced Paul
12 Enniss.
13

14 30. On or around January 1, 2013, Zamora was elected president of the Board.
15

16 31. On July 23, 2013, Williams met with then board member (and former
17 president) Elizabeth Sanchez at Sanchez's request. According to Sanchez, Zamora
18 informed her that he intended to end Williams's career at Alhambra because she did not
19 reflect the Latino racial demographic of the community. Sanchez informed Williams that
20 Zamora and Defendant Alvarado intended to conspire together to ensure that Alhambra
21 engaged in discriminatory practices with respect to furthering the agenda to replace
22 Williams and her peers with Latino employees. Williams insisted that she—as well as all
23 other Alhambra employees and potential employees—should be assessed based on their
24 qualifications, not because of their race or national origin.
25

26 32. Also according to Sanchez, Zamora informed her that he intended to end
27 Williams's career at Alhambra because she did not recognize or otherwise endorse an
28

1 organization called the Alhambra District Education Association (“**ADEA**”).

2 33. At that time, and all times thereafter, ADEA has not met the membership
3 threshold for recognition as the District’s official union, which requires the membership
4 of fifty percent (50%) plus one of the certified teachers of the District.
5

6 34. According to ADEA’s website (www.adealeads.org), ADEA “is a
7 professional organization that exists to develop positive working relationships with all
8 stakeholders of the Alhambra Elementary School District including teachers, students,
9 administrators, board members, and the community at large.”
10

11 35. Upon information and belief, ADEA made financial campaign
12 contributions to Zamora when he ran for his Board position as well as his Board
13 presidency.
14

15 36. Upon information and belief, ADEA made financial campaign
16 contributions to Alvarado when she ran for her Board position.
17

18 37. Consistent with, and shortly after, Williams’s conversation with Sanchez on
19 August 1, 2013, Williams was informed by other Alhambra employees that Zamora
20 intended on replacing her with a male Latino superintendent. Other employees further
21 reiterated that Zamora intended to remove Williams from Alhambra in order to procure
22 union recognition status for ADEA.
23

24 38. Williams and Alhambra’s human resources director, Michael Rivera,
25 conducted an investigation into the allegations that the Board intended to replace
26 Williams with a male Latino that would hastily recognize ADEA’s sought union status.
27

28 39. After interviewing many witnesses, it became clear to Williams that the
allegations were based in fact: it was indeed Zamora and the Board’s intention that she be

1 removed in favor of a pro-ADEA Latino male candidate.

2 40. As a result of the patently discriminatory conduct of the Board, Williams
3 complained to the District's attorney, Mr. Robert Haws, with the expectation that her
4 complaint would ameliorate what was becoming an increasingly hostile work
5 environment.
6

7 41. Williams complained to Alhambra and Haws that the Board was engaging
8 or attempting to engage in discriminatory hiring practices, creating a hostile work
9 environment, violating Arizona's Open Meeting Law, engaging in conflicts of interest,
10 and retaliating and discriminating against her as a result of her refusal to recognize
11 ADEA as the District union.
12

13 42. Following her complaint, Williams was again confronted by Sanchez who
14 reiterated to Williams that Zamora and Alvarado still intended to oust her as
15 superintendent only to replace her with a Latino male.
16

17 43. On October 16, 2013, a board meeting was scheduled and an agenda was
18 issued. However, prior to the start of the October 16, 2013 board meeting, persons in
19 attendance witnessed board member Adam Lopez Falk and Zamora enter the executive
20 boardroom and shut the door. Shortly thereafter, Defendant Alvarado followed the other
21 board members into the room. After some time, the three board members returned to
22 begin the board meeting. At the conclusion of this meeting, persons in attendance
23 witnessed board member Lopez Falk meeting with Nathan Ewbank¹, and witnessed
24 Lopez Falk hand something to Mr. Ewbank, which Mr. Ewbank then placed into his brief
25 case.
26
27
28

44. At or around the same time frame Williams learned of Zamora and the

¹ Mr. Nathan Ewbank was, at this time, the President of ADEA.

1 Board's discriminatory intentions, the Board was conducting its annual review of her
2 performance (for year 2013).

3 45. Williams received mostly positive scores in her 2013 performance review;
4 however, she did receive more scores of "7" than in any of her previous years of
5 employment as superintendent. As justification for providing her with "7's" the Board
6 admonished Williams for not furthering its agenda to engage in discriminatory hiring
7 practices by hiring candidates that represented the Latino/Hispanic demographic of
8 Alhambra's community.
9

10 46. In response, Williams made another complaint to the Board on December
11 5, 2013. Williams stated that as superintendent she was committed to follow Arizona
12 laws and statutes, Title VII, Arizona Revised Statutes, Title 41, and the Alhambra District
13 governing Board Policy with respect to all employment decisions. Williams specifically
14 rejected the Board's initiative to hire "consistent with community demographics" as
15 follows:
16
17

18 At no time do our administrators consider any of the above mentioned
19 criteria [race, color, religion, sex, age, national origin, and disability] as
20 factors on which to base our recommendations for employment. As
21 Superintendent of the Alhambra School District, I remain committed to
22 enforcing all policies and laws, both Federal and State, and ensuring that all
applicants are treated in a fair and equitable manner.

23 47. Two days later, on December 7, 2013, Board member Foltz expressed, in
24 writing, her disagreement with Zamora and the Board's discriminatory agenda.

25 48. On January 6, 2014, Williams received a phone call from President
26 Zamora. Zamora informed Williams that he and two other Board members wanted to
27 have further discussion in executive session regarding the return of "executive director"
28 titles to the now titled "assistant superintendents." Williams asked who the other two

1 board members were, but Zamora refused to provide their names and further indicated
2 that they “likely would not voice anything, as they usually leave [Zamora] holding the
3 bag.” In response, Williams prepared an agenda item regarding the issue, and
4 forwarded it to counsel for the District, Rob Haws, with respect to what she perceived
5 was a violation of the Arizona Open Meeting Laws as a result of President Zamora’s
6 conversation with two other board members prior to voting.
7

8
9 49. Into the 2014 school year, ADEA conducted a survey purporting to assess
10 the learning conditions of the Alhambra District. Based on the responses of former
11 Alhambra employees according to the survey, ADEA sought to discuss in executive
12 session the “alarming percentages pertaining to responses involving perceptions about
13 employee morale, voicing concerns, and school safety.”
14

15 50. In furtherance and based on ADEA’s “survey”, Zamora informed Williams
16 that he wanted to conduct an open meeting and/or executive session based on ADEA’s
17 findings.
18

19 51. Williams cautioned Zamora of potentially unfavorable and unintended
20 consequences of discussing ADEA’s survey in an open meeting or executive session.
21

22 52. Zamora refused Williams’s caution and insisted that ADEA’s survey be
23 discussed in an executive session on April 17, 2014.
24

25 53. On April 11, 2014, Williams met with Michael Rivera in connection with
26 her concerns that Zamora was using ADEA to facilitate her termination. Williams and
27 Rivera contacted Haws and discussed, in part, the following:
28

- i. Williams long-standing concern that Zamora and the Board intended
to end her employment as superintendent because she was not a

1 Latina/Hispanic;

2 ii. Williams long-standing concern that Zamora and the Board intended
3 to end her employment as superintendent because of Zamora and the
4 Board's affiliation with ADEA;

5
6 iii. Williams expressed her concern that Zamora and the Board intended
7 on using ADEA's survey in open meetings and executive sessions to
8 encourage a large group of people to congregate for the purpose of
9 disparaging or otherwise casting doubt on Williams's performance
10 as superintendent; and

11
12 iv. Williams expressed her concern that Zamora and the Board intended
13 to provide her with a negative 2014 performance evaluation as a
14 pretextual reason for facilitating her termination;

15
16 v. Williams stated that Zamora was an integral part of ADEA, and that
17 he, ADEA, and the Arizona Education Association were acting in
18 concert to facilitate her termination; and

19
20 vi. Williams insisted that the foregoing matters be discussed in an open
21 meeting and requested that Rivera and/or Haws inform Zamora and
22 the Board of the subject matter of her complaint.

23
24 54. Upon information and belief, Zamora and Defendants attempted to utilize
25 ADEA to facilitate a pretextual reason to terminate or otherwise non-renew Williams's
26 employment.

27
28 55. During the April 17, 2014 Board Meeting, members of ADEA and the
community at large shared their opinions regarding Alhambra matters, particularly

1 Williams's performance as superintendent. Following the meeting, it remained clear to
2 Williams that Alhambra intended to facilitate her termination based on discriminatory
3 factors.
4

5 56. Many teachers, administrators, support staff, parents, and community
6 members shared with Williams that they were aware of Defendants' plan to terminate her
7 based on unlawful discriminatory and retaliatory reasons.
8

9 57. On September 23, 2014, ADEA held a 'community forum' led by three
10 panelists, one of whom was Robert Zamora. The community forum sought to solicit
11 information about Williams in her capacity as Alhambra's superintendent.
12

13 58. Consistent with its previous positions, ADEA's findings were largely
14 negative with respect to Williams.
15

16 59. On October 31, 2014, the Board was notified of its requirement to complete
17 Williams's annual performance review.
18

19 60. At this time the Board consisted of the following members: (1) Robert
20 Zamora (president); (2) Elizabeth Sanchez (clerk); (3) Mari Alvarado; (4) Billie Foltz;
21 and (5) Adam Lopez Falk.
22

23 61. Williams's 2014 review was predominately positive, however, for the first
24 time, she received scores of unsatisfactory (1-3).
25

26 62. The unsatisfactory scores came from only one Board Member: Defendant
27 Robert Zamora as follows:
28

- i. Zamora gave Williams a "3" in the following Education category:
Supervises methods of teaching, supervision, and administration in
effect of the schools. The other Board members gave Williams a

- “9”, “8”, “9”, and “8” in this category.
- ii. Zamora gave Williams a “3.5” in the following Education category:
Keeps the public appropriately informed about the programs, practices, and issues in the District. The other Board members gave Williams a “9”, “9”, “9”, and “8” in this category.
 - iii. Zamora gave Williams a “3.5” in the following Governing Board category: Takes prompt action to implement all directives of the Board. The other Board members gave Williams a “9”, “9”, “8”, and “7” in this category.
 - iv. Zamora gave Williams a “3” in the following Governing Board category: Advises the Board on the need for new and/or revised policies. The other Board members gave Williams a “9”, “9”, “9”, and “8” in this category.
 - v. Zamora gave Williams a “3” in the following Governing Board category: Informs and advises the Board about programs, practices, and problems of the schools, and keeps the Board informed of major activities operating under the Board’s authority. The other Board members gave Williams a “9”, “9”, “9”, and “8” in this category.
 - vi. Zamora gave Williams a “3” in the following Personnel category: Ensures that all employees are evaluated in accordance with the schedule established by the Board. The other Board members gave Williams a “9”, “9”, “9”, and “8” in this category.
 - vii. Zamora gave Williams a “3.5” in the following Personnel category:

1 Determines assignments, defines the duties, and coordinates and
2 directs the work of all employees of the District. The other Board
3 members gave Williams a “9”, “9”, “9”, and “8” in this category.

4
5 viii. Zamora gave Williams a “3.5” in the following Personnel category:
6 Communicates all actions of the board relating to personnel matters
7 to all employees; and receives from employees all communications
8 made to the Board. The other Board members gave Williams a “9”,
9 “9”, “9”, and “8” in this category.

10
11 63. According to Alhambra’s policy, any rating of unsatisfactory requires the
12 Board attach specific information that justifies and supports such rating with direction for
13 improvement.

14
15 64. The Board was unable to support Zamora’s unsatisfactory scores of
16 Williams’s alleged performance deficiencies.

17
18 65. When Williams challenged the Board to justify Zamora’s low scores, the
19 Board was unable to do so and, as a result, removed the unsatisfactory comments from
20 her 2014 performance evaluation.

21
22 66. Also during this time frame, on or about December 1, 2014, Williams and
23 the Board met in executive session to discuss extending or otherwise renewing her
24 employment contract. During this meeting, Zamora and Alvarado refused to discuss
25 extending Williams’s contract for more than one year in light of the upcoming changes to
26 the Board’s composition.

27
28 67. In or around the end of 2014, the Board was undergoing membership
changes. As a result of the transition, Defendant Ray Martinez and Cathleen O’Neal

1 Franz were elected as Board Members. Foltz retired and Sanchez lost her seat. The new
2 changes in membership were not scheduled to take effect until January 1, 2015.

3 68. Upon information and belief, ADEA and/or AEA financially contributed
4 and supported Martinez's election campaign. With Martinez's election, Zamora and
5 Alvarado could outvote the remaining Board members to fulfil their discriminatory and
6 retaliatory agenda.
7

8 69. On January 22, 2015, the Board and Williams met in executive session to
9 resume discussions regarding an extension/renewal to her existing 2012 contract.
10

11 70. By this time, the Board consisted of the following members: (1) Robert
12 Zamora (president); (2) Ray Martinez; (3) Mari Alvarado; (4) Cathleen O'Neil Frantz;
13 and (5) Adam Lopez Falk.
14

15 71. In executive session, the Board offered Williams a one year extension to
16 her 2012 contract. The Board offered to pay Williams \$198,763.00 in base salary for
17 fiscal year 2016, and to increase her performance based pay by five percent (5.0%).
18

19 72. Williams accepted the Board's offer above.

20 73. After Williams accepted the Board's offer, she and the Board members
21 reconvened from executive session to an open meeting. In open meeting, Alvarado
22 moved and O'Neil Frantz seconded that an additional one year contract be authorized for
23 Williams according to the terms negotiated by the parties in executive session.
24

25 74. Alvarado's motion to provide Williams with the contract renewal passed
26 unanimously.

27 75. The following day, January 23, 2015, Alhambra's attorney delivered to
28 Williams's attorney an electronic written copy of the prior night's offered, and accepted,

1 contract of employment.

2 76. On February 2, 2015, counsel for Williams and Alhambra's attorney
3 discussed three minor and immaterial changes to the contract. Williams suggested that:
4

- 5 i. The contract specify Alhambra was hiring Williams through a third-
6 party employment agency, Education Services Incorporated ("ESI"),
7 instead of her personally;
- 8 ii. The contract clarify that if Williams was able to perform the
9 essential functions of her position with reasonable accommodations,
10 that Alhambra would afford her such an opportunity before
11 terminating the contract; and
- 12 iii. The contract clarify that the Board could not revise Williams's
13 performance based pay plan in light of the fact that the new contract
14 was only a one year contract and any performance based
15 modifications would therefore be inapplicable given Alhambra's
16 policies with respect to reviewing superintendent.
17
18

19
20 77. Counsel for the District summarily agreed and acknowledged the
21 appropriateness of the issues set forth in 75(ii) and 75(iii) above, but indicated that the
22 District would have to approve the ESI designation as set forth in 75(i), but that the
23 District had a policy and practice of permitting administrators—such as Williams—to
24 execute employment contracts through ESI (or a similar third-party agency). Counsel for
25 Williams explained that the District had already approved Williams's retirement to be
26 effective June 30, 2015, and that as such, Williams's employment through ESI would be
27 appropriate and therefore immaterial. In support thereof, counsel for Williams
28

1 electronically mailed to counsel for the District a copy of the board minutes which had
2 approved Dr. Williams's retirement, effective June 30, 2015.

3
4 78. Given the fact that Alhambra had already approved Williams's 'retirement'
5 effective June 30, 2015, and Alhambra's policy of permitting other administrators to
6 execute employment contracts through ESI, Williams proposed change was an
7 immaterial and insignificant aspect of the contract.

8
9 79. On February 19, 2015, a Board meeting was called. On the agenda were
10 items F.05, "[t]he Board approve Dr. Karen E. Williams contract through [ESI] to serve
11 as Superintendent of the [District] from July 1, 2015 through June 30, 2016," and F.06,
12 "[t]he Board approve a one year contract for Dr. Karen E. Williams to serve as
13 Superintendent of the [District] from July 1, 2015 through June 30, 2016."

14
15 80. During the February 19, 2015 meeting, O'Neil Frantz moved that the Board
16 approve F.05.

17 81. The motion failed for lack of a second.

18 82. Immediately thereafter, O'Neil Frantz moved that the Board approve F.06.

19
20 83. The motion failed for lack of a second.

21 84. Despite Alhambra's offer, and Williams's acceptance of that offer, the
22 Board reneged on the contract by refusing to provide Williams with the renewal
23 regardless of the inclusion or omission of the ESI classification.

24
25 85. On February 25, 2015, another Board meeting was called to order. The
26 February 25, 2015 agenda identified item D.02, "Select Superintendent Search Firm." At
27 the February 25, 2015 Board meeting, several public comments were made in connection
28 with the Board reneging or otherwise breaching its contract with Williams.

1 86. Public commenters further voiced their concerns with respect to Board
2 actions concerning Williams that were believed to be motivated by discriminatory and
3 retaliatory factors.

4
5 87. The Board convened into executive session ostensibly to receive “legal
6 advice” from the District’s counsel. Upon returning from executive session, Lopez Falk
7 moved and Martinez seconded that “the Board direct the Board’s attorney to act in
8 accordance with instructions given in Executive Session,” and said motion passed three
9 to one. With respect to item D.02, the Board voted unanimously to table item D.02 as
10 “the Board [had] just received the quotes and that they needed time to review the quotes
11 before making a decision.”

12
13 88. On March 2, 2015, the Board reconvened in a special session. During that
14 meeting, Williams gave an impassioned speech in which she questioned the Board’s
15 decision to renege and breach her employment contract and reiterated her desire to
16 remain as Alhambra’s superintendent. Williams further stated that her employment as
17 the superintendent would actually result in a cost savings for Alhambra. Nevertheless,
18 Zamora dismissed Williams’s comments as “ridiculous” and “out of line.” Immediately
19 thereafter, Zamora moved, and Alvarado seconded, that the Board select Arizona School
20 Boards Association (“ASBA”) as the firm to conduct the search for the next
21 superintendent.

22
23
24 89. The motion passed three to one, with one abstention (Martinez was the
25 third vote).

26
27 90. At the conclusion of the March 2, 2015 meeting Zamora stated, “now that
28 they have discussed and voted on the search, this is [sic] point that parents and [sic]

1 community wanted to be.”

2 91. Subsequently, on March 26, 2015, the Board convened another special
3 session. The public agenda for the March 26, 2015 meeting set forth several items for
4 board consideration including, C.01—Designation of individual to sign agreement with
5 the ASBA, C.04—Discussion and consideration of the advertisement for the position of
6 superintendent, C.06—The employment of Williams during the remaining three (3)
7 months of her 2012 contract, and C.07—Leadership pending the appointment and hiring
8 of a superintendent.
9

10 92. Pursuant to C.01, Zamora was designated to sign the agreement with ASBA
11 by a vote of four to one. As to C.04 and C.05, the Board unanimously approved the
12 ASBA’s advertisement statement and approved the inclusion of specific questions to be
13 inquired of each applicant. Prior to discussing agenda items C.05 and C.06, the Board
14 convened in executive session for the purpose of “obtaining legal counsel” for nearly an
15 hour. Upon the Board’s return from executive session, the Board voted three to one, with
16 one abstention, to table C.06.
17

18 93. Martinez thereafter moved, and Alvarado seconded, that the Board place
19 Williams on non-disciplinary paid leave effective immediately. The motion passed three
20 to two, with Lopez-Falk and O’Neil Frantz voting nay.
21

22 94. The Board then appointed Michael Rivera as the interim superintendent by
23 a vote of three to one, with one abstention.
24

25 95. Thereafter, the Board was afforded an opportunity to make comments
26 regarding its action of effectively terminating Williams for no legitimate reason.
27

28 96. O’Neil Frantz took the opportunity to question why the Board was moving

1 forward with a search when everything that she had seen to date was positive and an
2 employment contract had already been offered by the Board and accepted by Williams.

3 97. O'Neil Frantz reiterated that she disagreed with the search being authorized
4 and stated that she does not discriminate nor does she support the discriminatory actions
5 of the Board.
6

7 98. During the public comment portion of the March 26, 2015 meeting,
8 Williams again gave an impassioned speech to the Board where she reiterated her desire
9 to remain the superintendent of Alhambra.
10

11 99. Williams, yet again, specifically complained that she believed she was
12 being discriminated against and that the search process should be stopped in its tracks.
13

14 100. After Williams had concluded speaking, and as had become customary
15 since the Board meeting held on February 19, 2015, a multitude of community members
16 voiced their displeasure with the Board and Alhambra with respect to their discriminatory
17 treatment of Williams.
18

19 101. On April 3, 2015, and without any communication from the Board,
20 Alhambra, or Alhambra's attorney prior thereto, Williams received a letter from
21 Alhambra's attorney which stated that the Board had voted not to renew her contract on
22 April 2, 2015. However, the April 2, 2015 public agenda and accompanying Board
23 minutes are devoid of any consideration of personnel matters or any matters relating to
24 Williams.
25

26 102. On April 28, 2015, the Board held a special session. The Board, members
27 of the ASBA, and the Selection Input Committee Members met to discuss the results of a
28 survey and to get individual input from the Selection Input Committee Members

1 regarding the qualities they wanted in a new superintendent. The Selection Input
2 Committee was comprised of six members, Mandi Bilyou, Lisa Elliott, Scott Heusman,
3 Jonathon Larkin, Armando Lopez, and Maria Luica Maldonado.

4
5 103. Upon information and belief, the Selection Input Committee Members were
6 not voted on nor approved by the Board. Rather, Zamora and Rivera, as acting
7 superintendent, hand selected the individuals to sit on the Selection Input Committee.

8
9 104. After returning from executive session on April 28, 2015, the Board voted
10 four to one in favor of conducting interviews with Dr. Jim Bogner, Dr. Charles Imes, Dr.
11 Michael Robert, Dr. Jeff Sprout, and Mr. Mark Yslas, to replace Williams as
12 superintendent.

13
14 105. On May 14, 2015, the Board voted three to zero, with one abstention, in
15 favor of conducting second interviews with Mr. Mark Yslas and Dr. Michael Robert for
16 Williams's replacement.

17
18 106. On June 4, 2015, the Board voted three to two to offer a contract to Mr.
19 Mark Yslas to become the next superintendent of Alhambra.

20
21 107. Yslas, a Latino/Hispanic male, accepted the contract and is the current
22 Alhambra superintendent.

23
24 108. Yslas is less qualified than Williams for the Alhambra superintendent
25 position.

26
27 109. With the help of newly appointed Board member, Defendant Ray Martinez
28 (who took office January 1, 2015), Zamora and Alvarado were finally able to secure a
majority of Board votes required to complete the discriminatory plan of removing
Williams in favor of a Latino/Hispanic candidate.

110. Prior to Martinez taking office, Zamora and Alvarado did not have the required votes to oust Williams for illegitimate reasons. However, after Martinez took office, he, Zamora, and Alvarado were able to overpower the two remaining Board members (Lopez Falk and O’Neil Frantz) to carry out their plan to eliminate Williams’s employment.

111. Upon information and belief, Zamora, Alvarado, and Martinez all receive financial support from ADEA.

112. In addition to Zamora’s comments that Williams should be removed because her skin color and national origin does not reflect the community (and his), Martinez has also made similar public comments to that effect.

113. At an Alhambra sponsored community luncheon, Martinez stated to the public at large that he believed that he and the Board should do more to ensure that Alhambra was staffed by Latino/Hispanic employees.

114. Martinez further stated that because “Mexicanos” were the dominant ethnic group in the area, Alhambra should focus its efforts to cater to this demographic. As Martinez made such statements, he looked at Alvarado who was also present during the luncheon, and the two smiled in agreement.

115. Upon information and belief, Martinez only sought office as a Board member for one term and was funded and supported by ADEA, Zamora, and Alvarado to sway the Board’s voting against Williams.

116. After Alhambra reneged and breached its contract with Williams and terminated her employment, Board member Lopez Falk and Williams had a meeting to discuss her termination. Lopez Falk stated to Williams that her removal was a

1 “witchhunt” led by Zamora. Lopez Falk further stated that he attempted to urge Zamora,
2 Alvarado, and Martinez to change their minds about removing her as superintendent, to
3 no avail. Lopez Falk apologized to Williams for the conduct of the other Defendant
4 Board members and indicated that he was embarrassed by what was happening to
5 Williams.
6

7 117. Also after Alhambra reneged and breached its contract with Williams and
8 terminated her employment, former Board member Foltz expressed her disagreement
9 with the new “ignorant” Board members’ discriminatory and retaliatory conduct. Foltz
10 further stated that Zamora was a racist and that with her and Sanchez no longer being on
11 the Board, he was able to enact his discriminatory and retaliatory plan on behalf of the
12 Board and Alhambra.
13

14 118. Alhambra, through its Board members Zamora, Martinez, and Alvarado,
15 facilitated Williams’s removal based on discriminatory factors.
16

17 119. Alhambra subjected Williams to adverse employment actions because of
18 her race and national origin, namely based on the misperception that an African-
19 American woman does not reflect the demographics of the community and therefore
20 could not effectively lead the school district.
21

22 120. Alhambra subjected Williams to adverse employment actions because of
23 her continued complaints of discrimination, harassment, hostile work environment, and
24 refusal to engage in discriminatory hiring practices. Williams was vocal in her refusal to
25 advance the Board’s discriminatory intent and was terminated as a result of those
26 complaints.
27

28 121. Despite her diligent efforts, Williams has been unable to secure comparable

1 employment since Alhambra unlawfully severed her employment.

2
3 **COUNT I**
4 **RACE DISCRIMINATION IN VIOLATION OF TITLE VII**

5 122. Plaintiff reasserts and realleges each and every paragraph, *supra*, as if
6 restated herein.

7 123. Title VII prohibits discrimination on the basis of race. Title VII makes it
8 unlawful for an employer to hire or discharge any individual, or otherwise to discriminate
9 against any individual with respect to her compensation, terms, conditions or privileges
10 of employment, because of an individual's race, color, religion, sex or national origin.
11 This covers hiring, firing, promotions and all workplace conduct.

12 124. Plaintiff belongs to a protected class in that she is an African-American
13 woman.

14 125. Plaintiff was qualified, if not-over qualified, for her superintendent position
15 at Alhambra.

16 126. Plaintiff was subjected to an adverse term of employment including
17 termination.

18 127. Other employees outside of Plaintiff's protected class were treated more
19 favorably.

20 128. As a result, Plaintiff was harmed in an amount to be proven at trial.

21
22 **COUNT II**
23 **NATIONAL ORIGIN/COLOR DISCRIMINATION IN VIOLATION OF TITLE**
24 **VII**

25 129. Plaintiff reasserts and realleges each and every paragraph, *supra*, as if
26 restated herein.

27 130. A prima facie case of national origin/color discrimination in violation of
28

Title VII may be established by proof of the following: (1) Plaintiff belongs to a protected class; (2) she was qualified for the position; (3) she was subject to an adverse employment action; and (4) similarly situated individuals outside her protected class were treated more favorably.

131. Plaintiff belongs to a protected class in that she is an African-American woman.

132. Plaintiff was qualified, if not-over qualified, for her superintendent position at Alhambra.

133. Plaintiff was subjected to an adverse term of employment including termination.

134. Other employees outside of Plaintiff's protected class were treated more favorably.

135. As a result, Plaintiff was harmed in an amount to be proven at trial.

COUNT III **RETALIATION IN VIOLATION OF TITLE VII**

136. Plaintiff reasserts and realleges each and every paragraph, *supra*, as if restated herein.

137. It shall be an unlawful employment practice for an employer to discriminate against an employee . . . because she has opposed any practice made an unlawful employment practice by this subchapter, or because she has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this subchapter.

138. Plaintiff made numerous complaints to Alhambra and the Board opposing discrimination against herself and others in the workplace.

139. In response to her complaints, Plaintiff was subjected to adverse employment actions including, *inter alia*, termination.

140. As a result, Plaintiff was harmed in an amount to be proven at trial.

COUNT IV
VIOLATION OF 42 U.S.C. § 1983

141. Plaintiff reasserts and realleges each and every paragraph, *supra*, as if restated herein.

142. The Board, and defendants Zamora, Martinez, and Alvarado, in their individual capacities, are “persons” subject to liability for violations of 42 U.S.C. §1983.

143. A school board is a “person” who may be held liable under section 1983.

144. Williams is, and at all times relevant hereto was, a United States citizen.

145. Defendants deprived Williams of a right, privilege, or immunity secured by the Constitution including those rights, privileges, and immunities conferred by the 14th Amendment and 1st Amendment by, *inter alia*:

- i. Holding executive sessions in which Williams and her employment status were discussed in violation of the District’s policies;
- ii. Intentionally discriminating against Williams on the basis of her being a member of a protected class;
- iii. Intentionally discriminating against Williams in retaliation for publicly voicing her opinions regarding matters of public concern;
- iv. Terminating Williams’ employment despite the existence of a valid and binding employment agreement; and

146. The Supreme Court of the United States has held that a person acts under the color of state law when exercising power possessed by virtue of state law and made

1 possible only because the wrongdoer is clothed with the authority of state law.

2 147. Defendants were acting within their authority to regulate the affairs of the
3 District, a power conferred upon the Board by the State Legislature, when the Defendants
4 deprived Williams of the aforementioned rights, privileges, and immunities secured by
5 the Constitution.
6

7 148. As stated *supra*, Defendants took wrongful action affecting the employment
8 of Plaintiff in violation of her property rights under the terms and conditions of her
9 employment contract including the policies of Alhambra, and in violation of the
10 Constitution and liberty interest rights as a public employee, and her race, African-
11 American.
12

13 149. These acts were conducted in violation of 42 U.S.C. § 1983.
14

15 150. As a result of Defendants' actions, Plaintiff has suffered significant
16 economic and emotional harm in an amount to be proven at trial, including attorneys'
17 fees and court costs.
18

19 **COUNT V**
VIOLATION OF 42 U.S.C. § 1981

20 151. Plaintiff reasserts and realleges each and every paragraph, *supra*, as if
21 restated herein.
22

23 152. 42 U.S.C. § 1981 prohibits race discrimination in the making and enforcing
24 of contracts, which includes, but is not limited to, employment relationships.

25 153. Plaintiff was subjected to intentional discrimination because of her race,
26 African American. This discrimination began at the outset of her employment and was
27 permeated by Defendants until her unlawful termination.
28

154. As outlined above, Defendants Zamora, Alvarado, and Martinez

intentionally made discriminatory comments with respect to Plaintiff's race and her continued employment as the District's superintendent.

155. Defendants Zamora, Alvarado, and Martinez's racial remarks about Plaintiff, coupled with their overt act in conspiring together to breach Plaintiff's contract and wrongfully terminate her employment with the District, amounts to intentional discrimination in violation of 42 U.S.C. § 1981.

156. As a result, Plaintiff was harmed in an amount to be proven at trial, including her attorneys' fees and costs.

COUNT VI **BREACH OF CONTRACT**

157. Plaintiff reasserts and realleges each and every paragraph, *supra*, as if restated herein.

158. Defendants provided Plaintiff with a written contract with a fixed term of employment.

159. The contract expressly restricted the rights of both Williams and Defendants and expressly restricted the rights of both she and Defendants to terminate the employment relationship.

160. Additionally, the contract was explicitly and materially agreed upon by both Williams and Defendants, thereby demonstrating their mutual and express intent for it to be an employment contract.

161. The written contract offered by Defendants, and accepted by Williams, was supported by consideration in exchange for one year of employment.

162. As demonstrated in this Verified Complaint: (a) Defendants promised a fixed term of employment in which Plaintiff would only be discharged only for just cause

1 or in accordance with specified procedures; (b) Defendants' promise was communicated
 2 to Plaintiff; (c) Plaintiff accepted the offer; (d) Defendants' promise was supported by
 3 consideration; (e) Plaintiff was discharged from employment; and (f) Plaintiff's discharge
 4 was contrary to the terms of the contact.
 5

6 163. As a result of Defendants' breach, Williams has suffered principal damages in
 7 an amount to be proven at trial, including her attorneys' fees and costs.
 8

9
 10 **COUNT VII**
WRONGFUL TERMINATION – A.R.S. § 23-1501

11 164. Plaintiff reasserts and realleges each and every paragraph, *supra*, as if
 12 restated herein.
 13

14 165. An employee has a wrongful termination claim under the AEPA when an
 15 employer terminates the employment relationship in violation of "a statute of this state"
 16 or "the public policy set forth in or arising out of the statute."
 17

18 166. Likewise, under the AEPA, wrongful termination occurs when the
 19 employer terminates an employee in retaliation for refusing to violate Arizona law
 20 or for reporting violations of Arizona law to the employer's management or other
 21 investigative authority. A.R.S. § 23-1501(3)(c)(i), (ii).
 22

23 167. At all relevant times, Plaintiff was an employee under A.R.S. § 23-1501.

24 168. At all relevant times, Defendants were her employer under A.R.S. § 23-
 25 1501.
 26

27 169. Plaintiff made numerous complaints with respect to Defendants'
 28 discriminatory hiring practices, her own hostile work environment, Open Meeting Law
 violations, conflicts of interest violations, and retaliation as a result of her refusal to

1 recognize ADEA as the District union.

2 170. Plaintiff reasonably believed that Defendants were violating Arizona law.

3 171. Plaintiff disclosed those violations of law to Defendants in a reasonable
4 manner on multiple occasions.

5 172. Plaintiff disclosed these violations of law to individuals in managerial or
6 supervisory positions that had the authority to investigate or take action to prevent further
7 violations.
8

9 173. Plaintiff was terminated in retaliation for her complaints, made in a
10 reasonable manner, upon her reasonable belief, that Defendants and the Board were
11 violating the laws, statutes, and the Constitution of the State of Arizona.
12

13 174. As a result, Williams has suffered principal damages in an amount to be
14 proven at trial, including her attorneys' fees and costs.
15

16 **COUNT VIII**
17 **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

18 175. Plaintiff reasserts and realleges each and every paragraph, *supra*, as if
19 restated herein.

20 176. Plaintiff's employment with Defendants, including the contracts of
21 employment she entered into, included an implied duty of good faith and fair dealing.
22

23 177. Such implied terms are as much part of a contract as are the express terms.
24 The implied covenant of good faith and fair dealing prohibits a party from doing anything
25 to prevent other parties to the contract from receiving the benefits and entitlements of the
26 agreement.
27

28 178. Defendants breached their duty of good faith and fair dealing by breaching
Plaintiff's valid employment contract by discriminating, retaliating, and ultimately

1 terminating Plaintiff's employment.

2 179. Defendants' actions were done with malice or reckless disregard for
3 Plaintiff's rights.

4 180. As a result, Williams has suffered principal damages in an amount to be
5 proven at trial, including her attorneys' fees and costs.

6
7 **COUNT IX**
8 **VIOLATION OF ARIZONA OPEN MEETING LAW**

9 181. Plaintiff reasserts and realleges each and every paragraph, *supra*, as if
10 restated herein.

11 182. It is the public policy of this state that meetings of public bodies be
12 conducted openly and that notices and agendas be provided for such meetings which
13 contain such information as is reasonably necessary to inform the public of the matters to
14 be discussed or decided. Toward this end, any person or entity charged with the
15 interpretation of this article shall construe any provision of this article in favor of open
16 and public meetings. A.R.S. §38- 431.09.

17 183. "Public Body" means "the legislature, all boards and commissions of this
18 state or political subdivisions, all multi-member governing bodies of departments,
19 agencies, institutions and instrumentalities of the state or political subdivisions,
20 including without limitation all corporations and other instrumentalities whose boards of
21 directors are appointed or elected by the state or political subdivision. Public body
22 includes all quasi-judicial bodies and all standing, special or advisory committees or
23 subcommittees of, or appointed by, such public body." A.R.S. §38-431(6).

24 184. A "meeting" is defined as "the gathering, in person or through
25 technological devices, of a quorum of members of a public body at which they
26
27
28

1 discuss, propose or take legal action, including any deliberations by a quorum with
 2 respect to such action”. A.R.S. § 38-431(4). “It does not matter what label is placed on a
 3 gathering, discussion of the public body’s business may take place only in a public
 4 meeting or an executive session in accordance with the requirements of the Open
 5 Meeting Law.” A.R.S. § 38 - 431.01(A). “Public officials should refrain from any
 6 activities that may undermine public confidence in the public decision making
 7 process established in the Open Meeting Law, including actions that may appear to
 8 remove discussions and decisions from public view.” Atty. Gen. Op. 7508.

11 185. As stated *supra*, Board members have violated Arizona’s Open Meeting
 12 Laws, specifically with respect to the Plaintiff. Items and topics concerning the Plaintiff
 13 which were not subject to discussion in executive session (i.e. pursuant to A.R.S. § 38-
 14 431.03) were in fact discussed in executive session.

16 186. Further, as stated *supra*, Zamora and two other Defendant Board members
 17 held private, illegal meetings, in violation of Arizona’s Open Meeting Laws (Zamora and
 18 two additional board members establishes a quorum).

20 187. As a result of the violations herein, Plaintiff seeks damages in an amount to
 21 be determined at trial, including attorneys’ fees and costs.

22 188. Plaintiff also seeks injunctive relief to obtain the executive session minutes
 23 which were taken in violation of the Arizona Open Meetings Law.

24 CONCLUSION AND PRAYER FOR RELIEF

26 **WHEREFORE**, Plaintiff prays that this Court order such relief as is necessary to
 27 make her whole, including, without limitation:

28 A. Declaring the acts and practices complained of herein are in violation of

1 Title VII, 42 U.S.C. § 1981, 42 U.S.C. § 1983, A.R.S. § 23-1501, Arizona Law, and the
2 Arizona Open Meetings Law;

3 B. Compensatory and Special damages to be proven at the time of trial;

4 C. Punitive damages pursuant to Title VII, 42 U.S.C. § 1981, and 42 U.S.C. §
5 1983;

6 D. Prejudgment and post-judgment interest;

7 E. Attorneys' fees;

8 F. Costs of suit; and

9 G. For such other relief this Court deems just.

10
11
12 **JURY DEMAND**

13 Plaintiff hereby demands a trial by jury of all issues so triable.

14
15 RESPECTFULLY SUBMITTED February 17, 2016.

16 **ZOLDAN LAW GROUP, PLLC**

17 By: /s/ Michael Zoldan
18 8100 E. Indian School Road
19 Suite 103
20 Scottsdale, AZ 85251
21 Attorneys for Karen Williams

22 **COOK & PRICE, PLC**

23 By: /s/ Zachary Price
24 60 E. Rio Salado Road
25 Suite 900
26 Tempe, AZ 85281
27 Attorneys for Karen Williams
28

VERIFICATION

Plaintiff Karen Williams declares under penalty of perjury that she has read the foregoing Verified Complaint and is familiar with the contents thereof. The matters asserted therein are true and based on her personal knowledge, except as to those matters stated upon information and belief, and as to those matters, she believes them to be true.



Karen Williams

ZOLDAN LAW GROUP, PLLC8100 E. Indian School Rd., Suite 103 Scottsdale, Arizona 85251
Tel & Fax: 480.442.3410 - mzoldan@zoldangroup.com